



Deringer-Ney Inc. 116 Atrium Dr Suite 100 Vernon Hills, Il 60061 Phone 847.932.6798

Fax 520 629 3356

May 15, 2007

**RESPONSE TO Notice of Objection to Claim Thirteenth Omnibus Objection** 

Re Delphi Case #05-44481(RDD)

Claim number 7836

Amount \$82,871.31

**Amroc Investments LLC** 

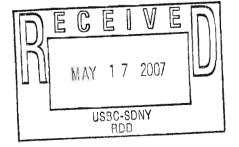
**Deringer-Ney Inc(formerly Deringer Mfg Company) sold it's** receivable to Amroc

The claim represents numerous invoices, unpaid by Delphi, for shipments of parts against Delphi P.O.'s by Deringer. The shipments were all in the normal course of business.

We are including with this mailing a complete set of Invoices, Delphi Purchase Orders, as well as Proof of Delivery.

Lee Trimble

**Vice President** 



Delphi 1796 Pre-Petition balances.xls

Cust.#	Shipper#	PO#	Invoice#	Date	Amount	Paid	Balance
001796	N03399	550023828	000003283N	6/23/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03402	550023828	000003286N	6/23/2005	\$8,253.50	\$7,971.26	\$282.24
001796	N03493	550023828	000003374N	6/28/2005	\$19,808.41	\$11,159.77	\$8,648.64
001796	N03508	550023828	000003389N	6/29/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03560	550023828	000003441N	7/1/2005	\$17,332.36	\$16,739.65	\$592.71
001796	N03611	550023828	000003485N	7/5/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03627	550023828	000003501N	4/6/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03645	550023828	000003516N	7/7/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03663	550023828	000003529N	7/8/2005	\$5,777.45	\$5,579.88	\$197.57
001796	N03709	550023828	000003573N	7/12/2005	\$25,585.86	\$24,710.92	\$874.94
001796	N03710	550069680	000003574N	7/12/2005	\$2,188.29	\$1,546.44	\$641.85
001796	N03768	550023828	000003627N	7/14/2005	\$17,332.36	\$16,739.65	\$592.71
001796	N03851	550069681	000003702N	7/20/2005	\$7,945.06	\$3,939.71	\$4,005.35
001796	N03866	550023828	000003717N	7/21/2005	\$20,633.76	\$19,928.16	\$705.60
001796	N03873	550069680	000003724N	7/21/2005	\$6,564.86	\$0.00	\$6,564.86
001796	N03953	550023828	000003799N	7/26/2005	\$37,140.77	\$35,870.69	\$1,270.08
001796	N03954	550069680	000003800N	7/26/2005	\$5,470.72	\$0.00	\$5,470.72
001796	N04023	550069681	000003866N	7/29/2005	\$2,648.35	\$0.00	\$2,648.35
001796	N04024	550069680	000003867N	7/29/2005	\$18,600.45	\$0.00	\$18,600.45
001796	N04080	550023828	000003914N	8/2/2005	\$33,014.02	\$31,885.06	\$1,128.96
001796	N04081	550069680	000003915N	8/2/2005	\$6,564.86	\$0.00	\$6,564.86
001796	N04135	550023828	000003964N	8/4/2005	\$33,014.02	\$31,885.06	\$1,128.96
001796	N04210	550069681	000004028N	8/9/2005	\$2,648.35	\$0.00	\$2,648.35
001796	N04211	550037091	000004029N	8/9/2005	\$2,795.59	\$0.00	\$2,795.59
001796	N04212	550023828	000004030N	8/9/2005	\$41,267.52	\$39,856.32	\$1,411.20
001796	N04304	550037091	000004119N	8/12/2005	\$1,597.48	\$0.00	\$1,597.48
001796	N04326	550069680	000004140N	8/15/2005	\$7,659.01	\$0.00	\$7,659.01
001796			CM-0000366	9/9/2005	-\$797.13	\$0.00	-\$797.13
001796			CM-0000367	9/9/2005	-\$9,984.24	\$0.00	-\$9,984.24
001796			CM-0000373	9/13/2005	-\$27,556.51	\$0.00	-\$27,556.51
001796	N04905	550023828	000004656N	9/14/2005	\$34,664.72	\$33,479.31	\$1,185.41
001796	N05024	550023828	000004757N	9/21/2005	\$23,109.81	\$22,319.54	\$790.27
001796	N05079	550023828	000004797N	9/23/2005	\$28,887.26	\$0.00	\$28,887.26
001796	N05150	550037091	000004873N	9/27/2005	\$3,993.70	\$0.00	\$3,933.70
001796	N05151	550069681	000004874N	9/27/2005	\$7,415.39	\$0.00	\$7,415.39
001796	N05170	550023828	000004877N	9/28/2005	\$23,109.81	\$0.00	\$23,109.81
001796	N05207	550069680	00004924N	9/29/2005	\$7,659.01	\$7,515.65	\$143.36
001796	N05029	550023828	000004926N	9/29/2005	\$11,554.91	\$11,159.77	\$395.14
001796			CM-0000438	10/4/2005	-\$23,913.79	\$0.00	-\$23,913.79
001796			CM-0000441	10/6/2005	-\$935.66	\$0.00	-\$935.66
001796	-						\$80,679.19
001796							

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 3 of 50 Invoice No 000003283N

www.DeringerNey.com

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

**DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906** USA

to the product of the contract of the contract

**Duplicate Copy** 

SHIPPED TO ADDRESS: **DELPHI C -CHIHUAHUA CROSS DOCK** 

**CISCO 34065 32 CELERITY WAGON EL PASO TX 79906** · USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer Po	O Number	Involce Date	Terms		FOB	Ship Via	Sales Per	
55002	3828	06/23/2005	NET 30	BLC	OMFIELD	CENTRAL TRANSP	ORT 003	
Item	Part	/ Description / Details			Quantity	Unit Price	Extended Price	
		I (MULTI-BUTTON)NE PRO D GRAY N03399 Ship Da		. 1052	9,408.00000	1.22820	11,554	
	Frm				Total	Item Price Shipping	11,554. 0.	
ľ	Please pay b	alance due by Saturd	ay July 23, 2005.		0.0			
	Late Payme	ent charge maybe ded	ucted if paid within Terms.	Tot	\$ 11,554.			
					Ar	\$ 11,159.		
					В:	alance Due	\$ 395.	
Ì						Late Charge	\$ 369.	
					Total Due	w/ late Charge	\$ 764.9	

11/89/2005-444812rdd 506668100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pa 4 of 50



\_Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

### Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item No. Material No. Description :

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 5 of 50

Energy & Chassis Systems

Page 3 of 3

11: 11:

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description Plant (

Notes Continued: of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/34/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10), kam

CEHTRAL TRANSPORT Pro Number  010-129953-6  Ship Date 06/23/05 Pieces Weight 4 474 Reference Number  Org DC 010 799 Freight Torms Freight Charges Are Collect  Consignee: Consignee: DELPHI C 32 CELERITY WAGON ST EL PASO, TX 79906  Shipper: DERINGER-NEY INC NEY INDUSTRIAL PARK JLOOMFIELD, CT 06002  Special Instructions Delivery Trailer: 47-0621	EIGHO 05/17/07 Entered 05/30/07 15:30:14 Main Document  PG 6 of 50 A
Stamp / Sign Here  Firm Angle  By Mysle Shipment received in good order Pieces Received 36 BX  Driver 7.1/a1:22. Date 6/30/as	Pro Number  O10-129953-6  Additional Delivery Services Requested  Inside Delivery \$70.00   Sert - Segregate \$20.00   Driver Delay \$75.00    Residential Delivery \$50.00   Liftgate \$90.00   Redelivery \$50.00    By signing below, Consigned acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.  Customer Signature   Dece
Arrive Time Depart Time	# And Type of Container — Desc. — Skids — Skids — Legat — Legat — Date — Legat — Date — Legat — Desc.

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 7 of 50 Invoice No 000003286N

Deringer-Ney Inc.

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA **Duplicate Copy** 

SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO, TX 79306 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer	PO Number	Invoice Date	Terms	F	ЮВ	Ship Via	S	Sales Persor
5500	23828	06/23/2005	NET 30	BLOO	MFIELD	CENTRAL TRANSPO	ORT	003
Item	Part	/ Description / Details			Quantity	Unit Price	Extend	led Price
000001		M (MULTI-BUTTON)NE` DRO D GRAY N03402 Ship Da		6,720.00000 · 1.22820				8,253.50
	Frm				Total	Item Price Shipping		8,253.50
	Please pay b	palance due by Sunday		Insurance				
	Late Paym	ent charge maybe ded	nt charge maybe deducted if paid within Terms. Total In					
					An	nount Paid	\$ 7,971.26	
					Ва	alance Due		\$ 282.24
						Late Charge		\$ 264.11
					Total Due	w/ late Charge		\$ 546.35

Customer No/Ship To: 001796-0001

Sales Order Shipper



DERINGER-NEY INC. Ney Inc.

Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

**CISCO 34065** 

**32 CELERITY WAGON EL PASO TX 79906** 

USA

	Salesm	an: 003							
Ship Da	ate (	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
06/23/2	005	550023828	000564-01	10	130.00	CENTRAL TRANSI	PORT	1052	OUR PLANT
Item		Part / Description	on / Details						Ship Qty
		03 SM (MULTI-BUTTO 'ORO D GRAY		U/M EA	SO Iter	m 1, Release 068			
	NEY Part N	No. 012793							
					y dean le	2 . 11/07/2005		2	
	Lot/SN	(s) 45724GRD2 45724GRD2		5376.	.00000				6,720.00000
	BILLING DELPHI C/O DAT P.O. BO	C (34065) A2LOGISTICS		PARTY	∕ FREIGH1	Γ			Total 6,720.00000

205-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 9 of 50

\_\_ Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems 5820 Delphi Drive Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA **AVENIDA DE LAS INDUSTRIAS 4909** CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO** 

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: ZMAZA Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freehacol

Item No. Material No. Description

00010

25353201

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

THE PARTY OF THE PARTY

**	TIHIS AMERIDMENT C	HANGES VALIDITE & FR	ICE			
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
	02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
	05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
	08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
	01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
	01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
	01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
	01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

HT01 DELPHI E & C CHIHUAHUA

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive,

TROY MI 48098-2815

Date and Time Printed: 03/16/2004 14:44:24

11/89/2405-444812rdd 50 Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 10 of 50

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item No. Material No. Description

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant

This Contract replaces previous contract # ---

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal ! Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 11 of 50

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD 1250 TOWN LINE RD \\
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description Plant

24

Notes Continued:

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Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

97/14/03 - Alteration to change ouyer code from Tom Keel to Tony McMillian, ilb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

	05-44481-rdd Doc 8100	Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 12 of 50
	CENTRAL TRANSPORT	
	Pro Number 010-129953-6	
	Ship Date 06/23/05	·
<u>+</u>	Pieces Weight 4 474	
eip	Reference Number	B3Q REAL DISTANCES IN THE COLUMN TO THE COLU
ece	Org DC 010 799	SWEAT DESCRIPTION and 13 LOCK TRY TOO and 13 LOCK TRY TOO TO THE TOO AND THE T
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ansp	Consignee:  DELPHI C  32 CELERITY WAGON ST EI PASO, TX 79906	1/ VE 1/20 (2000) (2000) (2000) 100 100 100 100 100 100 100 100 100
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tra	BEGGINFIELD, CT 06002	Consignue 25 thm C - CHILHUR HUR (ROLL) Shows the strength of
Cen	Special Instructions Delivery Trailer: 47-0621 Shipper COD Amount 0.0000	SCOLL 3/16 county for the transfer and man about demotions demotions demotion to the transfer of the transfer and man and the transfer of the transfer and the transfer and the transfer of th
	0.0000	and the second s
	Stamp / Sign Here	Pro Number 010-129953-6
Fi	rm Depplu'	Additional Delivery Services Requested
Ву	Shipment received in good order	Inside Delivery \$70.00 Sort - Segregate \$90.00 Driver Delay \$75.00
	eces Received 36 BX	By signing below, Consignee acknowledges that additional delivery service was performed
Dr	iver <u>7.1 [01:02.</u> ] Date 6/30/0	Customer Signature Date
Ar	rive Time Depart Time	# And Type of Container  Part # Skids  Oty, of Pcs Affected Date Log#

# 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 13 of 50 Invoice No 000003374N



Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA **Duplicate Copy** 

SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer	PO Number	Invoice Date	Terms		1	ГОВ	Ship Via		Sales Person
5500	23828	06/28/2005	NET 30		BLOO	MFIELD	CENTRAL TRANSP	ORT	003
Item	Par	t / Description / Details				Quantity	Unit Price	Exte	nded Price
000001	1	M (MULTI-BUTTON)N ORO D GRAY N03493 Ship I		vi EA BOL No.	1068	9,408.00000	1.22820		11,554.9
000002	1	M (MULTI-BUTTON)NI DRO D GRAY N03493 Ship (		M EA BOL No.	1068	6,720.00000	1.22820		<b>8,253.5</b>
	Frm Please pay l	palance due by Thurs	day July 28, 2005.				Item Price Shipping Insurance		19,808.4
	Late Paym	ent charge maybe de	ducted if paid with	nin Terms.		An	al Inv Price nount Paid alance Due Late Charge	\$	19,808.41 11,159.77 \$ 8,648.64 \$ 633.87
						Total Due	w/ late Charge		\$ 9,282.51

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 14 **Stoipping List** N03493

Customer No/Ship To: 001796-0001

Sales Order Shipper

DERINGER-NEY INC. Ney Inc.

Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

**CISCO 34065** 

**32 CELERITY WAGON EL PASO TX 79906** 

USA

	Salesman: 003					_		
Ship Da	te Customer PO	Sales Order	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
06/28/20	550023828	000564-01	24	310.00	CENTRAL TRANSI	PORT	1068	OUR PLANT
Item	Part / Descripti	on / Details						Ship Qty
	<b>25353201\03</b> WIPER ASM (MULTI-BUTT C729 /NEYORO D GRAY		U/M EA	SO Iter	m 1, Release 070			
	NEY Part No. 012793							
		NEY Inc.						
			ali	100	2.			
				Africa Co	11/07/2005			
	Lot/SN(s) 45724GRD: 25353201\03 WIPER ASM (MULTI-BUTT C729 /NEYORO D GRAY	000	6720.	00000 SO Iter	m 1, Release 069			6,720.00000
	NEY Part No. 012793							
ļ		NEY Inc.						
	Lot/SN(s) 45724GRD:	Q A Supe	ervisor	edfeende.	11/07/2005			9,408.00000
								\ \ \ \ \

Deringer-Ney Inc.

O5-44481-rdd Doc 8100
Ney Inc.

Customer No/Ship To: 001796-0001

been confirmed!



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

**CISCO 34065** 

**32 CELERITY WAGON EL PASO TX 79906** 

**USA** 

	llesman: 003							
Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of	Lading	FOB
06/28/2005	550023828	000564-01	24	310.00	CENTRAL TRANSF	PORT	1068	OUR PLANT
Item	Part / Descripti	ion / Details						Ship Qty
BILI DEL C/O P.O	P VIA CENTRAL TRA LING TO: LPHI C (34065) DATA2LOGISTICS BOX 9115 RWOOD, MA 02062-9		PARTY	FREIGHT				Total 16,128.00000

05-44481-rdd ენედ 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 16 of 50

## DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems

5820 Delphi Drive Troy MI 48098

Deliver to:

**MEXICO** 

DELPHI E & C - CHIHUAHUA AVENIDA DE LAS INDUSTRIAS 4909 CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 PO Number Date Issued 01/08/2003
Version 03/16/2004 14:44:24

MAR 2 2 2004

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: \$2MN24 6

urrency: 1 USD.

Payment settled on 2nd, 2nd Month

Incotering FOB Freight Collect

Item No. Material No. 3.

00010 25353201

25353201

WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

WIPER ASM-FUEL LVL SEN

Price Unit **UOM** Price Valid From Valid To Currency 1,000 1,171.00 08/01/2002 01/31/2003 USD PC USD 1,000 PC 02/01/2003 04/30/2003 1,211.00 1,000 PC 05/01/2003 07/31/2003 USD 1,171.00 1,108.00 1,000 PC 08/01/2003 12/31/2003 USD 1,000 PC USD 1,228.20 01/01/2004 12/31/2004 12/31/2005 USD 1,186.20 1,000 PC 01/01/2005 1,000 1,143.20 PC USD 01/01/2006 12/31/2006 01/01/2007 12/31/2007 USD 1,143.20 1,000 PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

The state of the s

HT01 DELPHI E & C CHIHUAHUA

DEI PHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive.

TROY MI 48098-2815

Date and Time Frinted. 03/16/2004 14:44:24

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11/09/2005-44481-rdd 00Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pa 17 of 50



\_Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item No. Material No. Description

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Piease refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seiler acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 18 of 50

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description

Plant

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production. all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

37/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

05-44481-rdd Doc 8100 Filed 05/17/07 Ent Pg 19 of	ered 05/30/07 50	W#.	Main Docur 3374ん	
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This is to certify that the below-named materials are properly classified, described, packaged, marked an in proper condition for transportation according to the applicable regulations of the Department of Transportation.	d labeled and are		The Committee of the Co	No. of the second second second
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	of the Agent		Carrier No	
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Street St	Shipper or as otherwise provided in	NGER-NE	Y INC	
	Street NEY	INDUSTRI	AL PARK	0000 000
Destination 3) (17:6n 17) WA 60 20 Code	1	MEIELD.		860) 242-228
Route PASO TX 79501	£25. 84	7		p Code 06002 U!
Shipping * Kind of Packaging, Description of Articles, Special Marks and Exceptions			Vehicle Number	
Special Marks and Exceptions		Weight (Subject to Correction)	RATE	CHARGES
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NORWOOD, MA 02062-9115			<del>-</del>	
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n po Subject to NMFC 100/CTII-100 end 40 USC 14706 and DOT 49 CFR 370 hith said carrier (if the pair on this assigns.  Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the powerful contents or himself and his assigns.	g, the property described abone word carrier being understation, if on its route, otherwise on and as to each party at an on on-the-dafe of sympomen.	ood throughout this of the to deliver to another the time interested in a	contract as meaning any er carrier on the route to all or any of said property	person or corporation  Said destination, it is  The every service to

ipmom. said terms and conditions are hereby agreed to by the empoor and accepted

SHIPPER CARRIER PER \*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations. PER

## 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 20 of 50 nvoice No 000003441N

Daringer-Ney Inc.

Ploase remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA **Duplicate Copy** 

SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer F	PO Number	Involce Date	Terms		FOB	Ship Via	Sales Person
5500	23828	07/01/2005	NET 30	BLC	OOMFIELD	CENTRAL TRANSI	PORT 003
Item	Part	/ Description / Deta	ills		Quantity	Unit Price	Extended Price
000001	1	I (MULTI-BUTTON PRO D GRAY N03560 Sh	000 U/M EA I)NEY D* ip Date: 07/01/2005 BOL No.	. 1468	14,112.00000	1.22820	17,332.36
	Frm				Total	Item Price	17,332.36
						Shipping Insurance	0.00
	Please pay b	alance due by Su	nday July 31, 2005.			0.00	
	Late Payme	ent charge maybe	deducted if paid within Terms.			al Inv Price	\$ 17,332.36
					1	mount Paid	\$ 16,739.65
					В	alance Due	\$ 592.71
						Late Charge	\$ 554.64
					Total Due	w/ late Charge	\$ 1,147.35

Daringer Ney Inc.

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document

Ney Inc.

Pg 21 07:30 10 15:30:14 Main Document

Customer No/Ship To: 001796-0001

Sales Order Shipper

DURINGER-NEY INC.

Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

**CISCO 34065** 

32 CELERITY WAGON **EL PASO TX 79906** 

USA

Ship Date	Customer PO	Sales Order	# of Boxes	Welght	Ship VIA		Bill of Lading	FOB
7/01/200	5 550023828	000564-01	21	265.00	CENTRAL TRANSI	PORT	1468	OUR PLANT
ltem	Part / Descripti	on / Details						Ship Qiy
W C:	5353201\03 /IPER ASM (MULTI-BUTT 729 /NEYORO D GRAY EY Part No. 012793		U/M EA	SO Iter	m 1, Release 072			
	Lot/SN(s) 45724GRD	Q A Supe	rvlsor	.00000	2. 11/07/2005			14,112.00000
	SHIP VIA CENTRAL TRA BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9		PARTY	FREIGHT	-			Total 14,112.00000
								\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.

25-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 22 of 50



\_Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systoms 5820 Delphi Drive Troy M1 48098

Deliver to:

DELPHI E & C - CHIHUAHUA AVENIDA DE LAS INDUSTRIAS 4909 CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO** 

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN 1L 60060-4448

Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: 4 Zhavet Jak 24 Currency! Payment settled on 2nd, 2nd Month

HT01 DELPKI E &

Incoterms PROIL Fielphicoliectal

Item No. Material No. Description.

00010

Notes

25353201

WIPER ASM-PUEL LVL SEN

WIPER ASM-FUEL LVL SEN
\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*
\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

Price Unit UOM Price Currency Valid From Valid To 08/01/2002 02/01/2003 1,171.00 1,000 PC 01/31/2003 USD 1,000 PC บรอ 1,211.00 04/30/2003 1,000 PC 05/01/2003 07/31/2003 USD 1,171.00 12/31/2003 1,000 PC 08/01/2003 USD 1,108.00 1,000 PC 01/01/2004 12/31/2004 USD 1,228.20 1,186.20 1,000 PC 01/01/2005 12/31/2005 USD 1,000 1,143.20 PC 01/01/2006 12/31/2006 USD USD 1,143.20 1,000 PC 01/01/2007 12/31/2007

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS

C CHIHUAHUA

5725 Delphi Drive,

TROY MI 48098-2815

Date and Grag Privace 03/10/2004 14:44:24

<sup>11/บร/2</sup>05-44481-rdd ° Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document

Pg 23 of 50

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item Nos Material No. Description

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menio Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

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\*\*\*\*\*\*\*\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing preductive platerial. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Soller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, regulsition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Selber pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\* \*\*\*\*\*\*\*\*\*\*

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 24 of 50

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. : Description

Notes Continued: of the Buyer, (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hersunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Soller does not agree to immediately self the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier. Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 2535320! (Item 10). kam

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7	Special Instructions	
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	Stamp / Sign	Pro Number 010-129987-4
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ß	/ y	Inside Delivery \$70.00 Sort - Segregate \$90.00 Oriver Delay \$75.00
	/ Shipment received in go	d grider /
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	1/cer	and agrees to pay any and all additional delivery service fees af the rate(s) listed above.
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## 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 27 of 5 nvoice No 000003485N



Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA **Duplicate Copy** 

SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Nu	mber Invoice Date	e Terms		FOB Ship Via		Sales Person
550023828	07/05/2005	NET 30	BLO	BLOOMFIELD CENTRAL TRANSPORT		PORT 003
Item	Part / Description /	Details		Quantity	Unit Price	Extended Price
WIF C72 Ship	53201\03 PER ASM (MULTI-BUT' 9 /NEYORO D GRAY oper No. N03611 ' Part No.012793	000 U/M EA ΓΟΝ)ΝΕΥ D* Ship Date: 07/05/2005 BOL No	o. 1431	9,408.00000	1.22820	11,554.91
Frm				Total	Item Price	11,554.91
					Shipping	0.00
Plea	se pay balance due by	Friday August 5, 2005.			Insurance	0.00
Lat	e Payment charge ma	ybe deducted if paid within Terms.		Tot	al Inv Price	\$ 11,554.91
				Aı	mount Paid	\$ 11,159.77
				В	alance Due	\$ 395.14
					Late Charge	\$ 369.76
				Total Due	w/ late Charge	\$ 764.90

Ney Inc. Ney Industrial Park Bloomfield, CT 06002-3619 USA Phone......: 860-242-281
Fax....: 860-242-5688
Billing Inquiry....: 847-566-4100
www.DeringerNey.com

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 28 56 pping List N03611

Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

**CISCO 34065** 

**32 CELERITY WAGON EL PASO TX 79906** 

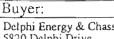
USA

	Salesman: 003		# - 4		T			
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07/05/2005	5 550023828	000564-01	14	180.00	CENTRAL TRANS	PORT	1431	OUR PLANT
Item	Part / Descript	ion / Details						Ship Qty
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		NEY Inc.						
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05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 29 of 50

Energy & Chassis Systems

Page 1 of 3

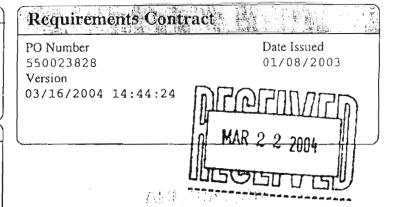


Delphi Energy & Chassis Systems 5820 Delphi Drive Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA **AVENIDA DE LAS INDUSTRIAS 4909** CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO** 

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448



Vendor No: 1008126 **DUNS No:** 005073895

Currenc Payment Terms: ZMN2 Payment settled on 2nd, 2nd Month

Incoterms! EDB-FreightCollect

### Item No. Material No. - Description

00010 25353201

HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVI. SEN
\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*
\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

14.4

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive,

2.4

TROY MI 4809S-2815

Date and Time Printed: 03/16/2004 14:44:24

DELPI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

## Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item No. Material No. Description

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # ---.

\*\*\*\*\*\*

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

\*\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit \*\*\* 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 31 of 50

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

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MAR 2 2 2004

Item No. Material No.

Plant

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with huyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam



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	Date 05/05
Pieces	Weight
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Reference	Number
Org	DC
010	799
Coll	ect
SCAC:	СТІІ
Consignee:	
DELPHI CISCO 34 32 CELERITY WA EL PASO, TX 799	GON

Central Transport Delivery Receipt

DERINGER NEY INC NEY INDUSTRIAL PARK #LOOMFIELD, CT 06002

Special Instructions
Delivery Trailer: 47-0621
Shipper COD Amount
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## 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 34 of 50 Invoice No 000003501N



Please remit to: Doringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA **Duplicate Copy** 

SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number 750023827		Involce Date	ate Terrns		FOB	Ship Via	Sales Person	
		07/06/2005 NET 30			OMFIELD	CENTRAL TRANSP	ORT 003	
ltem	Part	/ Description / Detail	s		Quantity	Unit Price	Extended Price	
v C S		M (MULTI-BUTTON) DRO D GRAY N03627 Ship	000 U/M EA NEY D* o Date: 07/06/2005 BOL No.	1434	9,408.00000	1.22820	11,554.9 <sup>-</sup>	
Fr	Frm					Total Item Price		
						Shipping	0.00	
Ple	ease pay b	alance due by Frid	ay August 5, 2005.	Insurance		0.00		
L	Late Payment charge maybe deducted if paid within Terms.					Total Inv Price		
					Amount Paid Balance Due Late Charge		\$ 11,159.77	
İ							\$ 395.14	
							\$ 369.76	
					Total Due	w/ late Charge	\$ 764.90	

Deringer-Nay Inc

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Pocument Pg 35 05:00 PD 15:30:14 Main Pocument

Customer No/Shlp To: 001796-0001 Sales Order Shipper

DERINGER-NEY INC.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK

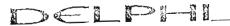
CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906** 

USA

Ship Da	Ile Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill o	Lading	FOB	
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05-44481-rdd 0.Doc.8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 36 of 50



\_ Energy & Chassis Systems

Page 1 of 3

Buyer: Delphi Energy & Chassis Systems 5820 Delphi Drive Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA AVENIDA DE LAS INDUSTRIAS 4909 CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110. **MEXICO** 

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: Zxxi24 Payment settled on 2nd, 2nd Month

Item No. Material No. a Description

00010

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN
\*\*\*TITIS AMENDMENT EXTENDS ITEM\*\*\*

HT01 DELPRI E & C CHIHUAHUA 25353201

***THIS AMENDMENT CHANGES VALIDITY & PRICE***									
Valid From	Valid To	Currency	Price	Price Unit	<u>UOM</u>				
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC				
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC				
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC				
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC				
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC				
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC				
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC				
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC				

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DULPHI ENERGY & CHASSIS SYSTEMS

5725 Delphi Drive, TROY MI 48098-2815

Date and Time Printed. 03/16/2004 14:44:24

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\_Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # ---

As a supplier to Delphi Baergy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

\*\*\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terros and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's Ocneral Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Soller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit 11 05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pq 38 of 50

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. Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN II. 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. / Material No. Description Plant Will

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the bonefit of Buyer until the price is reduced to the price at the time of award; (II.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation becounder, sollers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph \$1 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in withing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately self the goods with comparable technology, design, quality or, if applicable, at a competitive price. Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with huyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Selier agrees not to bring any action or claim against Huyer, he suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10), kam

	.05-44481-rdd Doc 8100 Filed 05/17/ F	'07 En Pg 39-of		/30/07	15:30:14 -	Main Dog	jument 352	11
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2-16	CENTRA	MA	NSPOR			Date	7/6/05-	
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Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

**Duplicate Copy** 

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79806 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order; 000564

Customer PO Number Invoice Date		Involce Date	Terms	FOB		Ship Via		Sales Person
5500	23828	07/05/2005	NET 30	BLOOMFIEL	_D_	CENTRAL TRANSI	PORT	003
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000001	1	M (MULTI-BUTTO) DRO D GRAY N03611 SI		o. 1431	,408.00000	1.22820		11,554.91
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					Balance Due			\$ 395.14
						Late Charge		\$ 369.76
					Total Due	w/ late Charge		\$ 764.90

05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pq 42 of 50

Invoice No 000003485N



www.DeringerNey.com

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

**Duplicate Copy** 

Ney Inc.

Bill to:

**DELPHI ENERGY & ENGINE MGMT** 32 CELERTY WAGON **EL PASO TX 79906** USA

SHIPPED TO ADDRESS: **DELPHI C -CHIHUAHUA CROSS DOCK** 

**CISCO 34065** 32 CELERITY WAGON **EL PASO TX 79906** USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number		Invoice Date	Terms		FOB	Ship Via	Sales Person		
5500	23828	07/05/2005	NET 30	BLC	OMFIELD	CENTRAL TRANS	PORT	003	
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05-44481-rdd Doc 8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 43 **6 50 pping List** N03611

Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

**CISCO 34065** 

32 CELERITY WAGON **EL PASO TX 79906** 

USA

	Salesman: 003							
Ship Da	te Customer PO	Sales Order	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
07/05/20	550023828	000564-01	14	180.00	CENTRAL TRANS	PORT	1431	OUR PLANT
item	Part / Description	on / Details						Ship Qty
	25353201\03 WIPER ASM (MULTI-BUTTO C729 /NEYORO D GRAY NEY Part No. 012793		U/M EA	SO Iter	m 1, Release 073			
5		NEY Inc.						
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\_\_ Energy & Chassis Systems

Page 1 of 3

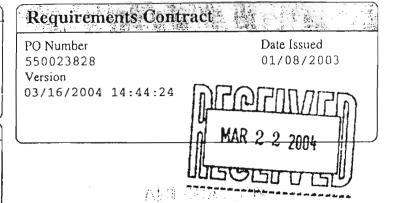


Delphi Energy & Chassis Systems 5820 Delphi Drive Troy MI 48098

### Deliver to:

DELPHI E & C - CHIHUAHUA **AVENIDA DE LAS INDUSTRIAS 4909** CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO** 

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448



Vendor No: 1008126 **DUNS No:** 005073895

Payment Terms: ZMN23 / Currency: USD Payment settled on 2nd, 2nd Month

## Item No. Material No. Description

00010

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVI. SEN
\*\*\*THIS AMENDMENT EXTENDS FIEM\*\*\*
\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

25353201 HT01 DELPHI E &

Valid To	Currency	Price	Price Unit	UOM
01/31/2003	USD	1,171.00	1.000	PC
04/30/2003	USD	1,211.00	,	PC
07/31/2003	USD	1,171.00	,	PC
12/31/2003	USD	1,108.00		PC
12/31/2004	USD	1,228.20		PC
12/31/2005	USD	1,186.20	,	PC
12/31/2006	USD	1,143.20	,	PC
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This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

4. 写为: 第二年》

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive.

TROY MI 48098-2815

Date and Time Printed: 03/16/2004 14:44:24

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\_Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

Date Issued

01/08/2003

03/16/2004 14:44:24

Item No. Material No.

Description

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Supplier/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit 25-44481-rdd Doc-8100 Filed 05/17/07 Entered 05/30/07 15:30:14 Main Document Pg 46 of 50

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description

Notes Continued:

至"名之"与"多"的"一种"的"一种"。 是小品、路位 of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price. Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Pieces Received \_

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Customer Signature Internal Use Only Depart Time # And Type of Container Part #

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Redelivery

Liftgate

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

\$50.00

Residential Delivery \$50.00

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### 010-129998-1

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# Central Transport Delivery Receipt Shipper:

DERINGER NEY INC NEY INDUSTRIAL PARK BLOOMFIELD, CT 06002

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Pro Number	010-129998-1
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Residential Delivery \$50.00	Liftgate \$20.	Redelivery	\$50.0
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